

1. (a) Said 4.00% overriding royalty hereinabove excepted, reserved and retained by Assignor herein is and shall be owned and held by Assignor as follows:

William Helm, Sr., an overriding royalty of	1.60%
Hans R. Sumpf, an overriding royalty of	1.60%
Robt. Sumpf, an overriding royalty of	.80%
	<u>4.00%</u>

7. (a) Assignor hereby designate and appoint

Royalty Distributors, Inc.
215 West Seventh Street
Los Angeles 14, California

as the depositary for receiving and distributing said overriding royalty interest.

10. (a) It is expressly understood and agreed that in the event Assignee desires to surrender Assignee's interest in said oil and gas lease, pursuant to the provisions of Paragraph 10 of this agreement, as to all or any part of said assigned leased lands Assignee shall give Assignor written notice of Assignee's intention so to do, which notice shall be given at least Sixty (60) days prior to the date for the commencement of the next succeeding drilling operation or rental payment date or expiration date required under said oil and gas lease with respect to said assigned leased lands. If within Thirty (30) days after the giving of any such notice by Assignee any Assignor shall notify Assignee in writing of Assignor's election to take a reassignment of said oil and gas lease as to the lands to be surrendered Assignee shall within Five (5) days after receipt of such election execute and deliver to Assignor or Assignor's nominee designated in such election a reassignment of said oil and gas lease as to the lands to be surrendered, free and clear of any encumbrance by, through or under Assignee except for any modification, amendment or extension of time under said oil and gas lease and except for any cooperative or unit plan or other like arrangement to which said lands may have been committed with the consent of Assignor. In the event that within said period any Assignor does not elect to take such reassignment Assignee may at Assignee's election surrender said oil and gas lease (within Ninety (90) days after the date of Assignee's said notice) as to said lands to be so surrendered to the Lessor or Assignee may retain the same, and if Assignee retains said lands said lands shall continue to be subject to this assignment agreement.

10. (b) Concurrently herewith Assignor is assigning unto Assignee leased lands covered by the following oil and gas leases (including leased lands covered by said oil and gas lease assigned hereby): United States Wyoming 05899-A, United States Wyoming 05900-A, United States Wyoming 05901-A, United States Wyoming 05902-A, United States Wyoming 05903-A, United States Wyoming 05912, United States Wyoming 05968-A, and State of Wyoming lease Serial 0-11160. In the event that Assignee shall not have spudded in a well for oil or gas on the assigned leased lands covered by any one of said oil and gas leases being assigned to Assignee on or before Eighteen (18) months prior to the earliest expiration date of any said oil and gas leases, or of the earliest expiration date under any extension or renewal thereof, Assignee shall reassign to Assignor all of said assigned leased lands covered by each of said oil and gas leases.

12. (a) In the event that Assignee shall drill a well on any of said assigned leased lands covered by any of said oil and gas leases mentioned in Paragraph 10 (b) hereof which produces or is capable of producing oil or gas in commercially paying quantities then and in that event Assignee shall continue to develop the field in which said leased lands are located in a diligent and workmanlike manner and in accordance with accepted oilfield practices.

The undersigned, LEE WALLACE HELM, the wife of William Helm, Sr., SOPHIE M. SUMPF, the wife of Hans R. Sumpf, and JEAN E. SUMPF, the wife of Robt. Sumpf, each separately ratifies, approves and confirms the foregoing assignment and joins therein and agrees to be bound thereby to the full extent of any interest each may have in said interest conveyed thereby without, however, any personal liability by reason hereof.

Lee Wallace Helm
Lee Wallace Helm

Sophie M. Sumpf
Sophie M. Sumpf

Jean E. Sumpf